

**STATE OF VERMONT  
CONTRACT AMENDMENT**

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and WEX Health Inc., with a principal place of business in Simsbury, Connecticut (the "Contractor") that the Contract #35876 between the Parties originally dated July 1, 2015, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$21,358,580.00 to \$25,027,160.00, representing an increase of \$3,668,580.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 31, 2020 to June 30, 2022.
- III. **Attachment A, Scope of Services.** The Scope of Services is amended as follows:

1. **Section III, Specialized Services,** of Attachment A is amended by adding the following Section C:

**C. Transition Services:** The State of Vermont passed a Legislative directive to return the QHP billing functions to the Insurance Carriers as of January 1, 2022. WEX Health will continue administration of the billing and payment functions for Medicaid participants. The period of December 1, 2022 through June 30, 2022, will be considered a transition period during which the Contractor will devote the resources necessary to perform the work as described in the approved Discovery Solution Document for the Premium Processing project.

- Contractor shall accept additions to 2021 QHP enrollment and provide billing and payment function for this population through April 30, 2022.
- Contractor shall accept retroactive modification to QHP enrollment and provide billing and payment functions for this population through April 30, 2022.
- Contractor shall provide the ability to bill Vermont Premium Assistance to the State of Vermont, receive payment and remit to the Carriers, due to retroactive or additions to 2021 QHP enrollment.
- Contractor shall provide Vermont Health Connect administrator, customer support representative access to historical QHP and Medicaid participant records.
- Contractor shall reconcile bank accounts and remit funds to carriers, QHP participants and the State of Vermont based on approved cadence and business rules, thus ensuring the no QHP funds remain in the contractor's bank accounts no later than May 31, 2021.
- Contractor shall provide the ability to disable open enrollment rules for Medicaid enrollments to enable CMS payment rules for Medicaid. (Effective June 1, 2022).

These transition specialized services shall be performed for a fixed fee and shall be invoiced in accordance with the transition specialized services table in Attachment B.

2. Section IV, Part a, Base Services, of Attachment A is amended by deleting the table in its entirety and substituting with the table set forth below:

Contractor shall perform the following Base Services through the end date specified:

Ref Code	Category	Requirement Description	End Date
1	Monthly Reporting	Contractor shall provide a monthly report of SLA success/failure including capture methodology	N/A
2	Financial Reporting	Work with State to provide additional financial reports as defined by the State. Development of the reporting to be authorized via Specialized Services. Once in production, the report will be considered a standard production report and included in the base services	No change to existing financial reports
3	Error/Problem Resolution	Contractor Recognized abnormality communicated to SOV for resolution by both parties	N/A
4	Monthly Reconciliation Report	Contractor shall provide monthly reconciliation of custodial account.	N/A
5	Quarterly Reconciliation Report	Contractor shall provide data needed for finance and cash flow reporting.	N/A
6	Invoicing and Payment	Invoicing and Payment of Vermont Premium Assistance (VPA)/Vermont Cost Share Reduction (VCSR), as required	4/22/2022 (VPA) 12/31/2021 (VCSR)
7	Invoicing and Payment	Invoice State Premium Subsidy to the State, to pay Issuers on the State's behalf, when premiums are remitted by an individual, as required.	4/22/2022 (VPA)
8	Issuer Payment Reconciliation	Provide authorized Exchange users a method to review the Exchange financial records for payment discrepancies identified by the Issuer.	N/A
30	State Premium Subsidy and CSR	Invoice VPA and State CSR payment to the State, to pay Issuers on the State's behalf.	4/22/2022 (VPA) 12/31/2021 (VCSR)
31	State Premium Subsidy and CSR	Collect VPA and State CSR payment and transmit to Issuer.	4/22/2022 (VPA) 12/31/2021 (VCSR)
32	State Premium Subsidy and CSR	The system will perform the aggregation on a monthly basis.	4/22/2022 (VPA) 12/31/2021

			(VCSR)
33	State Premium Subsidy and CSR	Annually receive from the Exchange actual State CSR due amounts as calculated by the Issuers to reconcile against the advanced State CSR payments, at the individual level.	4/22/2022 (VPA) 12/31/2021 (VCSR)
34	State Premium Subsidy and CSR	Provide electronic notification to Exchange for forwarding to the Issuers.	4/22/2022 (VPA) 12/31/2021 (VCSR)
35	State Premium Subsidy and CSR	Quarterly, provide the data to the Exchange to support the reporting of the state premium subsidy payments that have not been forwarded to the Issuer due to a lack of matching premium payments from the individual.	4/22/2022 (VPA) 12/31/2021 (VCSR)
36	Interface	Interface with the Exchange in order to receive enrollment and premiums data (e.g., members' share of the premium, advance premium tax credit (APTC), cost sharing reductions (CSRs), state premium subsidy amount(s), state CSR) for each family unit enrolled in coverage through the Exchange.	4/30/2022
37	Customer Service	Provide support to the DHVA Premium Processing and Enrollment Team via phone and web. (Premium Processor will not be expected to provide live direct service to consumers or employers).	N/A
38	Customer Service	Transmit the family unit's complete premium payment for qualified health plans (QHP) to the Issuers weekly and last business day of the month.	6/30/2022
39	Account Processing	Transmit the family unit's premium payment for public programs (e.g., Dr. Dynasaur) to the State Treasurer's bank account weekly and the last business day of the month.	N/A
40	Account Processing	Provide data daily to the Exchange to support the Exchange providing regular updates including "paid through date" reporting (834 'benefit coverage period') to the Issuers and the State's Medicaid Business Office.	6/30/2022 (QHP) Medicaid N/A
41	Account Processing	Update the family unit's account as a result of the termination notice.	4/30/2022 (QHP) Medicaid N/A
42	Account Processing	In the case the family unit has terminated coverage and has a balance outstanding; send the family unit any refunds due monthly.	4/30/2022 (QHP) Medicaid N/A

43	Account Processing	Integrate with the Exchange system to allow family units to view their payment history and manage their account through the Exchange system.	5/31/2022 (QHP) Medicaid N/A
44	System access	Provide access to the premium processing system for DVHA workers.	N/A
45	Record retention	Maintain books, records, documents, and other evidence of accounting procedures and practices of the premium processing program including fiscal recognition of APTCs, CSRs, State CSRs, state premium subsidy/(ies) for each benefit year for at least 10 years.	N/A
46	Weekly Finance Reporting	Prepare unallocated balance report weekly by member.	6/30/2022 (QHP) Medicaid N/A

Section IV, part b, Requirements, of Attachment A is amended by deleting the table in its entirety and substituting with the table set forth below:

Contractor shall, at a minimum, provide State with Services that meet the tools and functionality requirements (“Requirements”) set forth in the table below:

Ref Code	Category	Requirement Description “The system shall...”	Medicaid Premium Processing Requirement End Dates	QHP Premium Processing Requirement End Dates
9	Premium Payment Processing	Maintain lockbox for premium payments.	Upon termination of Contract	5/31/2022
10	Premium Payment Processing	Receive and process premium payments according to established payment hierarchy.	Upon termination of Contract	5/31/2022
11	Premium Payment Processing	Manage check and ACH processing for payment remittance	Upon termination of Contract	5/31/2022
12	Premium Payment Processing	Record individual premium payment option, report results.	Upon termination of Contract	5/31/2022

<b>13</b>	<b>Premium Payment Processing</b>	Aggregate individual premium payment amount itemized by billing cycle and by product.	Upon termination of Contract	4/30/2022
<b>14</b>	<b>Premium Payment Processing</b>	Generate family unit invoices based on inputs provided by the Exchange.	Upon termination of Contract	4/30/2022
<b>15</b>	<b>Premium Payment Processing</b>	Send Invoice notification to Individual for monthly premium payment using USPS mail or provide electronic file.	Upon termination of Contract	4/30/2022
<b>16</b>	<b>Premium Payment Processing</b>	The invoice should include upcoming month's premium due and prior unpaid premium amounts and adjusted amounts.	Upon termination of Contract	4/30/2022
<b>17</b>	<b>Premium Payment Processing</b>	Produce electronic or hard-copy monthly premium invoice for individual or family unit, itemized by product/program and summarized to one total amount	Upon termination of Contract	4/30/2022
<b>18</b>	<b>Premium Payment Processing</b>	Collect premiums from each family unit on behalf of the Exchange.	Upon termination of Contract	5/31/2022
<b>19</b>	<b>Premium Payment Processing</b>	Provide the ability for individuals and family units to pay premium via ACH Debit (Automated Clearing House) and debit/credit card in compliance with the Payment Card Industry Data Security Standards for public and private plans.	Upon termination of Contract	5/31/2022
<b>20</b>	<b>Premium Payment Processing</b>	Support individuals making recurring or scheduled premium payments to the Exchange.	Upon termination of Contract	5/31/2022
<b>21</b>	<b>Premium Payment Processing</b>	Receive and process premium payments from individuals and family units.	Upon termination of Contract	5/31/2022
<b>22</b>	<b>Premium Payment Processing</b>	Track premium payment timing relative to the premium due date, and not the grace period end.	Upon termination of Contract	5/31/2022
<b>23</b>	<b>Premium Payment Processing</b>	When electronic payment methods are used record payment type and premium payment amount and card surcharges, if any.	Upon termination of Contract	5/31/2022
<b>24</b>	<b>Premium Payment</b>	Track premium payments by individuals, including	Upon termination of Contract	5/31/2022

	<b>Processing</b>	information related to payment type		
<b>25</b>	<b>Premium Payment Processing</b>	Include adjustment to premium and balance forward amount on monthly invoices.	Upon termination of Contract	4/30/2022
<b>26</b>	<b>Premium Payment Processing</b>	Provide process to update the individual account with an invoice adjustment as a result of a discrepancy resolution.	Upon termination of Contract	4/30/2022
<b>27</b>	<b>Premium Payment Processing</b>	Provide appropriate data to the Exchange to support Customer Service workers in completing customer service requests pertaining to premium processing.	Upon termination of Contract	6/30/2022
<b>28</b>	<b>Premium Payment Processing</b>	Provide data to the Exchange to support the Exchange developing and sending premium payment reports via EDI 834 and EDI 820 transactions to the Issuers.	N/A	6/30/2022
<b>29</b>	<b>Premium Payment Processing</b>	The system will aggregate premium payments for each Issuer.	N/A	6/30/2022

IV. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:

1. Section two of Attachment B is amended by the addition of the following requirements.

**Estimated Budget  
1/1/2021 through 12/31/2021**

Activity	Rate	Total
Estimated Population (Average) Per Month	27,000	N/A
Monthly Base Service Fee *12	\$180,000.00	\$2,160,000.00
PMPM @ (\$2.50*27000*12)	\$2.50	\$810,000.00
Estimated pass through costs @ \$1.13 PMPM (\$1.13*27000*12)	\$1.13	\$366,120.00
<b>Budget 1/1/2021-12/31/2021</b>	<b>Total</b>	<b>\$3,336,120.00</b>

**Estimated Budget  
1/1/2022 through 6/30/2022**

Activity	Rate	Total
Monthly Base Service Fee	00.00	00.00
Estimated Population (Average) Per Month	7,000	N/A
PMPM @ \$2.50	\$2.50	\$105,000.00
Estimated pass through costs @ \$1.13 PMPM	\$1.13	\$47,460.00
Specialized Services (DDI)	\$180,000.00	\$180,000.00
<b>Budget 1/1/2022-06/30/2022</b>	<b>Total</b>	<b>\$332,460.00</b>

The following Specialized Services budget is being added for the period beginning January 1, 2022:

Contractor shall invoice for three \$60,000.00 payments up to a maximum of \$180,000.00 payable by the State at the following milestones upon ongoing completion of the deliverables listed in Section III of the DDI scope added in this Amendment 7:

- January 22, 2022,
- April 22, 2022, and
- Acceptance of final QHP-free bank reconciliation.

The total fixed payment for the work described in Section III of Attachment A shall not exceed \$180,000.00.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

Sole Source Contract for Services. This Contract results from a “sole source” procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

SOV Cybersecurity Standard 19-01. All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

This document consists of eight (8) pages. Except as modified by this Amendment No. 7, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

**STATE OF VERMONT**

E-SIGNED by Cory Gustafson  
on 2020-12-17 17:54:41 GMT

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**WEX HEALTH, INC.**

E-SIGNED by Robert Deshaies  
on 2020-12-17 16:34:22 GMT

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